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FILED
LOS ANGELES SUPERIOR COURT

OCT 28 2013

JOHN A. CLARK, CLERK
[Signature]
BY KRISTINA VARGAS, DEPUTY

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9 **ODYSSEUS LAPPAS**

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 **ODYSSEUS LAPPAS**, an individual,

13 **Plaintiff,**

14 **vs.**

15 **TWENTIETH CENTURY FOX FILM**
16 **CORPORATION**, a Delaware corporation;
17 **NEW REGENCY PRODUCTIONS, INC**, a
18 California corporation; **REGENCY**
19 **ENTERPRISES**, a California corporation; and
20 **DOES 1 to 25, inclusive,**

21 **Defendants.**

) CASE NO. **BC525755**

) *D-42 Holly E. Kendig*
) **COMPLAINT FOR DAMAGES FOR:**

-) (1) BREACH OF IMPLIED-IN-FACT CONTRACT;
-) (2) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
-) (3) BREACH OF FIDUCIARY DUTY;
-) (4) BREACH OF IMPLIED-IN-LAW CONTRACT;
-) (5) SLANDER OF TITLE;
-) (6) FALSE ADVERTISING IN VIOLATION OF CAL. BUS. & PROF. CODE § 17500;
-) (7) DECLARATORY RELIEF;
-) (8) UNFAIR BUSINESS PRACTICES; and,
-) (9) *QUANTUM MERUIT.*

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CIT/CASE: BC525755
LEA/DEF#: _____
RECEIPT #: CH517486036
DATE PAID: 10/28/13 02:29 PM
PAYMENT: \$435.00
RECEIVED: 31
CHECK: \$0.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$435.00
TimeCard COMPLAINT

10/28/2013

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PLAINTIFF ODYSSEUS LAPPAS ("Plaintiff") hereby alleges:

1. PLAINTIFF, ODYSSEUS LAPPAS ("Plaintiff") is an individual residing in Athens Greece. Lappas is, and at all relevant times was, a successful screenwriter and director.

2. Defendant TWENTIETH CENTURY FOX FILM CORPORATION ("20th Century Fox"), is a Delaware Corporation with its principal place of business in Los Angeles, California. Fox produces and distributes feature films throughout the United States and abroad.

3. Defendant REGENCY ENTERPRISES ("Regency") is a California corporation with its principal place of business in Los Angeles, California. Plaintiff is informed and believes, and on that basis alleges, that Regency does business in Los Angeles, California and is located on the 20th Century Fox studio lot in Los Angeles California. Plaintiff is informed and believes and on that basis alleges that 20th Century Fox has an ownership interest in Regency.

4. Defendant NEW REGENCY PICTURES ("New Regency") is a California corporation with its principal place of business in Los Angeles, California. Plaintiff is informed and believe, and on that basis allege, that New Regency does business in Los Angeles, California and is located on the 20th Century Fox studio lot in Los Angeles California. Plaintiff is informed and believes and on that basis alleges that 20th Century Fox has an ownership interest in Regency.

5. Defendants 20th Century Fox, Regency and New Regency shall be collectively referred to as "Defendants".

6. Plaintiff is unaware of the true names and capacities of the defendants sued herein as DOES 1 through 25, inclusive, and for that reason, sues such defendants under such fictitious names. Plaintiff is informed and believe and on that basis allege that such fictitiously named defendants are responsible in some manner for the occurrences herein alleged, and that plaintiff's damages as herein alleged were proximately caused by the conduct of said defendants. Plaintiff will seek to amend the complaint when the names and capacities of such fictitiously named defendants are ascertained. As alleged herein, defendants shall mean all named defendants and all fictitiously named defendants.

7. Plaintiff is informed and believes and on that basis alleges that Defendants, at all times relative to this action, were the agents, servants, partners, joint venturers and employees of each of the other Defendants and in doing the acts alleged herein were acting with the

10/28/2013

1 knowledge and consent of each of the other defendants in this action. Alternatively, at all times
2 mentioned herein, each of the Defendants conspired with each other to commit the wrongful acts
3 complained of herein. Although not all of the Defendants committed all of the acts of the
4 conspiracy or were members of the conspiracy at all times during its existence, each defendant
5 knowingly performed one or more acts in direct furtherance of the objectives of the conspiracy.
6 Therefore, each defendant is liable for the acts of all of the other conspirators.

6 **GENERAL ALLEGATIONS:**

7 8. Plaintiff incorporates paragraphs 1 through 7 as though fully set forth herein.

8 9. In early 1996, Plaintiff conceived, developed and wrote a synopsis [which was
9 subsequently registered with the Writer's Guild of America ("WGA") on or around August
10 1996], which detailed an action- adventure love story about a man and a woman who live in a
11 future world wherein the human life span had changed and people would die after reaching their
12 25th birthday (hereinafter referred to as the "Time Card Synopsis"). Specifically, the Time Card
13 Synopsis outlines the main character as being broke and out of time, yet in love with a very rich
14 woman who is virtually immortal. The Time Card Synopsis follows the lead character as he
15 battles with antagonists for his love and his life and also outlines the modified manner in which
16 society operated (*I.e.* the main currency being time in lieu of money).

16 10. On or about October 1996, Plaintiff met Costas Michalopoulos, who was a
17 reader for 20th Century Fox at the time ("Michalopoulos") through a mutual friend, George
18 Pofantis ("Pofantis").

18 11. Pofantis mentioned Michalopoulos to Plaintiff because Pofantis was advised
19 that Michalopoulos reads books and scripts for 20th Century Fox which 20th Century Fox hoped
20 to turn into feature films or television shows.

21 12. Plaintiff is informed and believes and on that basis alleges that during the dates
22 in question, Michalopoulos represented 20th Century Fox.

22 13. Plaintiff mentioned the Time Card Synopsis to Michalopoulos who expressed
23 interest in Time Card Synopsis and asked that Plaintiff drop off a copy of the Time Card
24 Synopsis with Michalopoulos for Michalopoulos' review as an employee and agent of 20th
25 Century Fox.

26 14. In response, Plaintiff thereafter dropped the Time Card Synopsis at
27 Michalopoulos' residence for Michalopoulos' review. The Time Card Synopsis was sent in
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10/28/2013

1 response to Michalopoulos' request for the synopsis in anticipation of, and preparation for, a
2 potential offer on behalf of 20th Century Fox.

3 15. Subsequently, Plaintiff and Michalopoulos had an in-person conference
4 ("Conference") wherein Michalopoulos told Plaintiff that 20th Century Fox was interested in the
5 Time Card Synopsis and made an offer to purchase the Time Card Synopsis on behalf of 20th
6 Century Fox for \$50,000.00.

7 16. Plaintiff expressed interest in directing the film but Michalopoulos explained
8 that 20th Century Fox merely wanted to buy the rights outright. Michalopoulos then offered
9 \$60,000.00.

10 17. Plaintiff again refused the offer; and Michalopoulos made his final offer on
11 behalf of 20th Century Fox of \$80,000.00 for the rights to the Time Card Synopsis.

12 18. Plaintiff yet again refused, stating he wanted to direct and/or produce the Time
13 Card Synopsis.

14 19. Plaintiff reasonably expected that his submission to Michalopoulos would
15 result in compensation and credit to Plaintiff if the Time Card Synopsis was exploited in any
16 way.

17 20. At the time of the Conference, the parties entered into an implied-in-fact
18 contract by which Defendants impliedly agreed that if they used the Time Card Synopsis ideas to
19 produce and broadcast a feature film based on those ideas, Plaintiff would be reasonably
20 compensated and afforded appropriate screen credits including, without limitation, credit as
21 creator and/or executive producer of the feature film when it was released.

22 21. On or about October 28, 2011, Defendants released a feature length film
23 entitled *In Time* ("In Time") which was substantially similar to the Time Card Synopsis.

24 22. In Time was uncannily similar to the Time Card Synopsis which Plaintiff had
25 submitted to Defendants, including 20th Century Fox. In fact, the similarities are striking.

26 23. Plaintiff is informed, and believes, and on that basis alleges that In Time
27 includes *nearly every creative element* of the Time Card Synopsis as well as many of Plaintiff's
28 ideas discussed during the Conference. Plaintiff is informed, and believes, and on that basis
alleges that 20th Century Fox had a close working relationship with Regency and New Regency,
throughout the dates in question.

24. Plaintiff is informed and believe and on that basis allege that 20th Century Fox
had, and still has, an ownership interest in both Regency and New Regency; and through such

1 close relationship, that 20th Century Fox disclosed Plaintiff's ideas for the Time Card Synopsis to
2 employees/agents of Regency and/or Hale and/or New Regency which enabled Regency and/or
3 New Regency to develop and exploit the Time Card Synopsis under the guise of In Time for
4 their own pecuniary gain.

5 25. To date, Plaintiff has not received any compensation or credit for his creation
6 of In Time.

7 **FIRST CAUSE OF ACTION**

8 (Breach of Implied-In-Fact Contract)

9 (Against All Defendants)

10 26. Plaintiff incorporates paragraphs 1 to 25 as though fully set forth herein.

11 27. Defendants' film, In Time, and any and all commercials for In Time utilized
12 Plaintiff's key ideas.

13 28. By virtue of Defendants' acceptance and utilization of the services and ideas of
14 Plaintiff, an agreement was implied-in-fact to pay Plaintiff the reasonable value of those services
15 and to credit Plaintiff as creator and/or executive producer thereof, and to employ Plaintiff in
16 connection therewith consistent with custom and practice in the industry.

17 29. Plaintiff performed all covenants and conditions required of him pursuant to
18 said agreement. Defendants breached said agreement by utilizing and profiting from Plaintiff's
19 ideas without compensation or credit to Plaintiff.

20 30. As a result of the foregoing, Plaintiff was damaged in an amount according to
21 proof in excess of \$4,500,000 for In Time.

22 **SECOND CAUSE OF ACTION**

23 (Breach of Implied Covenant of Good Faith And Fair Dealing)

24 (Against All Defendants)

25 31. Plaintiff incorporates paragraphs 1 to 25 as though fully set forth herein.

26 32. Pursuant to California law, there is a covenant of good faith and fair dealing
27 implied into the above-referenced agreement.

28 33. Plaintiff performed all covenants and conditions required of him except as
excused by the conduct of Defendants.

10/28/2013

1 34. Defendants breached the above-referenced agreement between the parties
2 including the implied provisions thereof by doing the acts alleged hereinabove, including but not
3 limited to, exploiting Plaintiff's idea(s) without credit or compensation to Plaintiff.

4 35. As a result of the foregoing, Plaintiff was damaged in an amount according to
5 proof in excess of \$4,500,000.00.

6 **THIRD CAUSE OF ACTION**

7 (Breach of Fiduciary Duty)

8 (Against All Defendants)

9 36. Plaintiff incorporates paragraphs 1 to 25 as though fully set forth herein.

10 37. By virtue of Defendants' words and conduct, a confidential relationship was
11 created between Plaintiff and Defendants.

12 38. Defendants owed a fiduciary duty to Plaintiff by virtue of the confidential
13 relationship between the parties and Plaintiff reposed trust and confidence in Defendants with
14 respect to the Time Card Synopsis.

15 39. Defendants breached said fiduciary duty by engaging in the acts and omissions
16 alleged hereinabove.

17 40. As a result of the foregoing, Plaintiff was damaged in an amount according to
18 proof in excess of \$4,500,000.00.

19 41. In doing the acts alleged hereinabove, Defendants acted with malice, fraud and
20 oppression, entitling Plaintiff to punitive and exemplary damages.

21 **FOURTH CAUSE OF ACTION**

22 (Breach Of Implied-In-Law Contract)

23 (Against All Defendants)

24 42. Plaintiff incorporates paragraphs 1 to 25 as though fully set forth herein.

25 43. As alleged hereinabove, In Time, and any commercials with respect to In Time,
26 utilized Plaintiff's key ideas.

27 44. By virtue of Defendants' utilization and exploitation of Plaintiff's ideas,
28 Defendants have been unjustly enriched and an agreement is implied-in-law to pay Plaintiff the
reasonable value of his intellectual property and credit him appropriately.

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1 45. Plaintiff performed all covenants and conditions required of him pursuant to
2 said agreement. Defendants breached said agreement by utilizing and profiting from Plaintiff's
3 ideas without compensation or credit to Plaintiff.

4 46. As a result of the foregoing, Plaintiff was damaged in an amount according to
5 proof in excess of \$4,500,000.00.

6 **FIFTH CAUSE OF ACTION**

7 (Slander of Title)

8 (Against All Defendants)

9 47. Plaintiff incorporates paragraphs 1 to 25 as though fully set forth herein.

10 48. Plaintiff is informed and believes and upon that basis alleges that the named
11 Defendants have made false statements of fact to the public and various third parties about the
12 creation of In Time, and have failed to credit Plaintiff for the creation thereof.

13 49. Said misrepresentations have a natural tendency to injure Plaintiff in his
14 profession in that the named Defendants are credited with creating In Time when in fact they did
15 not. Furthermore, upon information and belief, Plaintiff alleges that said misrepresentations may
16 have been repeated by said third parties to other third parties as well, to Plaintiff's further
17 damage.

18 50. As a result of the foregoing, Plaintiff was damaged in an amount according to
19 proof in excess of \$4,500,000.00.

20 51. In doing the acts alleged hereinabove, Defendants acted with malice, fraud and
21 oppression, entitling the Plaintiff to punitive and exemplary damages.

22 **SIXTH CAUSE OF ACTION**

23 (False Advertising in Violation of California Business & Professions Code § 17500)

24 (Against All Defendants)

25 52. Plaintiff incorporates paragraphs 1 to 25 as though fully set forth herein.

26 53. Plaintiff is informed and believes and on that basis alleges that the named
27 Defendants have made false statements of fact to the public about the creation of In Time, and
28 have failed to credit Plaintiff for the creation thereof. Defendants falsely credit various
executives, along with Fox, Regency and New Regency staff, as the creators of In Time.

54. Said misrepresentations and conduct by Defendants constitutes false
advertising within the meaning of *California Business and Professions Code* § 17500.

10 / 28 / 2013

1 55. As a result of the foregoing, Plaintiff was damaged in an amount according to
2 proof in excess of \$4,500,000.00.

3 **SEVENTH CAUSE OF ACTION**

4 (Declaratory Relief)

5 (Against All Defendants)

6 56. Plaintiff incorporates paragraphs 1 to 25 as though fully set forth herein.

7 57. An actual dispute and controversy now exists between the Defendants and
8 Plaintiff as to whether Plaintiff should be entitled to compensation, and credit as creators of In
9 Time.

10 58. Plaintiff believes that he is entitled to compensation, and credit as creator of
11 the Time Card Synopsis.

12 59. Plaintiff is informed and believes and on that basis alleges, that Defendants
13 dispute Plaintiff's contentions. Plaintiff therefore desire and request a judicial determination and
14 declaration of the respective rights and obligations of the parties.

15 **EIGHTH CAUSE OF ACTION**

16 (Unfair Business Practices - Violation of Business and Professions Code § 17200, *et seq.*)

17 (Against All Defendants)

18 60. Plaintiff incorporates paragraphs 1 to 25 as though fully set forth herein.

19 61. Defendants have engaged in unfair, illegal, and/or fraudulent business practices
20 in violation of *California Business and Professions Code* §17200 *et. seq.* by, *inter alia*, by
21 violating *California Business and Professions Code* Code § 17500 wherein Defendants have
22 knowingly made false misrepresentations which constitutes false advertising.

23 62. Based upon the foregoing, Plaintiff seeks all remedies, including injunctive
24 relief and disgorgement, available pursuant to *California Business and Professions Code* §17200
25 *et seq.*

26 **NINTH CAUSE OF ACTION**

27 (*Quantum Meruit*)

28 (Against All Defendants)

 63. Plaintiff incorporates paragraphs 1 to 25 as though fully set forth herein.

 64. In conceptualizing and creating the Time Card Synopsis, Plaintiff has rendered
significant services to Defendants.

 65. Those services were of a direct and substantial benefit to Defendants.

1 66. Therefore, there is an agreement implied in law and in fact to pay Plaintiff the
2 reasonable value of his services.

3 67. Consistent with custom and practice in the entertainment industry, Plaintiff
4 should be reimbursed the reasonable value of Plaintiff's services at amount to be determined at
5 trial.

6 **WHEREFORE, PLAINTIFF prays:**

7 ON THE FIRST CAUSE OF ACTION:

- 8 1. For damages in an amount according to proof in excess of \$4.5 million dollars.

9 ON THE SECOND CAUSE OF ACTION:

- 10 2. For damages in an amount according to proof in excess of \$4.5 million dollars.

11 ON THE THIRD CAUSE OF ACTION:

- 12 3. For damages in an amount according to proof in excess of \$4.5 million dollars.
13 4. For punitive and exemplary damages.

14 ON THE FOURTH CAUSE OF ACTION:

- 15 5. For damages in an amount according to proof in excess of \$4.5 million dollars.

16 ON THE FIFTH CAUSE OF ACTION:

- 17 6. For damages in an amount according to proof in excess of \$4.5 million dollars.
18 7. For punitive and exemplary damages.

19 ON THE SIXTH CAUSE OF ACTION:

- 20 8. For damages in an amount according to proof in excess of \$4.5 million dollars.
21 9. For injunctive relief.
22 10. Other remedies provided by Cal. Bus. & Prof. Code § 17203.

23 ON THE SEVENTH CAUSE OF ACTION:

- 24 11. For a declaration of rights.

25 ON THE EIGHTH CAUSE OF ACTION:

- 26 12. For damages in an amount according to proof in excess of \$4.5 million dollars.
27 13. For injunctive relief.
28 14. Other remedies provided by Cal. Bus. & Prof. Code § 17203.

ON THE NINTH CAUSE OF ACTION:

13. For the reasonable value of services rendered.

10/28/2013


ON ALL CAUSES OF ACTION:

14. For costs of suit incurred herein;
15. For such other and further relief as is just and proper.

DATED: October 28, 2013

RESPECTFULLY SUBMITTED,

LOWE & ASSOCIATES P.C.

By: 
Aleksandra Hilvert, Esq.
Attorneys for PLAINTIFF

10/28/2013

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Aleksandra M. Hilvert, SBN 258463
Lowe & Associates, P.C.
11400 Olympic Blvd., Suite 640
Los Angeles, California 90064
TELEPHONE NO.: 310-477-5811 FAX NO.: 310-477-7672
ATTORNEY FOR (Name): ODYSSEUS LAPPAS

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FILED
LOS ANGELES SUPERIOR COURT

OCT 28 2013

JOHN A. CLARK, CLERK
Kristina Vargas
BY KRISTINA VARGAS, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles, 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
Lappas v. Twentieth Century Fox Film Corporation et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC525755**
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|--|---|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <input checked="" type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **nine**
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 28, 2013
Aleksandra M. Hilvert
(TYPE OR PRINT NAME)

Aleksandra M. Hilvert
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE:

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

<p>Auto Tort</p> <ul style="list-style-type: none"> Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <ul style="list-style-type: none"> Asbestos (04) <ul style="list-style-type: none"> Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability <i>(not asbestos or toxic/environmental)</i> (24) Medical Malpractice (45) <ul style="list-style-type: none"> Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) <ul style="list-style-type: none"> Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD <p>Non-PI/PD/WD (Other) Tort</p> <ul style="list-style-type: none"> Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) <ul style="list-style-type: none"> Legal Malpractice Other Professional Malpractice <i>(not medical or legal)</i> Other Non-PI/PD/WD Tort (35) <p>Employment</p> <ul style="list-style-type: none"> Wrongful Termination (36) Other Employment (15) 	<p>Contract</p> <ul style="list-style-type: none"> Breach of Contract/Warranty (06) <ul style="list-style-type: none"> Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i> Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i> Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) <ul style="list-style-type: none"> Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage <i>(not provisionally complex)</i> (18) <ul style="list-style-type: none"> Auto Subrogation Other Coverage Other Contract (37) <ul style="list-style-type: none"> Contractual Fraud Other Contract Dispute <p>Real Property</p> <ul style="list-style-type: none"> Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) <ul style="list-style-type: none"> Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i> <p>Unlawful Detainer</p> <ul style="list-style-type: none"> Commercial (31) Residential (32) Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i> <p>Judicial Review</p> <ul style="list-style-type: none"> Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) <ul style="list-style-type: none"> Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) <ul style="list-style-type: none"> Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals 	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</p> <ul style="list-style-type: none"> Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41) <p>Enforcement of Judgment</p> <ul style="list-style-type: none"> Enforcement of Judgment (20) <ul style="list-style-type: none"> Abstract of Judgment (Out of County) Confession of Judgment <i>(non-domestic relations)</i> Sister State Judgment Administrative Agency Award <i>(not unpaid taxes)</i> Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case <p>Miscellaneous Civil Complaint</p> <ul style="list-style-type: none"> RICO (27) Other Complaint <i>(not specified above)</i> (42) <ul style="list-style-type: none"> Declaratory Relief Only Injunctive Relief Only <i>(non-harassment)</i> Mechanics Lien Other Commercial Complaint Case <i>(non-tort/non-complex)</i> Other Civil Complaint <i>(non-tort/non-complex)</i> <p>Miscellaneous Civil Petition</p> <ul style="list-style-type: none"> Partnership and Corporate Governance (21) Other Petition <i>(not specified above)</i> (43) <ul style="list-style-type: none"> Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition
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SHORT TITLE:

Lappas v. Twentieth Century Fox Film Corporation et al.

CASE NUMBER

BC525755

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

SHORT TITLE:

Lappas v. Twentieth Century Fox Film Corporation et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Lappas v. Twentieth Century Fox Film Corporation et al.

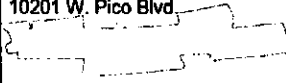
CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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SHORT TITLE: Lappas v. Twentieth Century Fox Film Corporation et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 10201 W. Pico Blvd. 
CITY: Los Angeles	STATE: CA	ZIP CODE: 90035

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: October 28, 2013


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

10/28/2013